

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public. Finally, the Attorney General intends, at the earliest possible opportunity, to make these public documents available on the Internet on the Department of Justice World Wide Web site.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant WILLIAMS & CONNOLLY 725 12th Street, N.W. Washington, D.C. 20005		2. Registration No. 5323
3. Name of foreign principal GUATEMALA	4. Principal address of foreign principal Embassy of Guatemala 2220 R Street, N.W. Washington, D.C. 20008	
5. Indicate whether your foreign principal is one of the following:		
<input checked="" type="checkbox"/> Foreign government		
<input type="checkbox"/> Foreign political party		
<input type="checkbox"/> Foreign or domestic organization: If either, check one of the following:		
<input type="checkbox"/> Partnership <input type="checkbox"/> Committee		
<input type="checkbox"/> Corporation <input type="checkbox"/> Voluntary group		
<input type="checkbox"/> Association <input type="checkbox"/> Other (specify) _____		
<input type="checkbox"/> Individual-State nationality _____		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant. The central government		
b) Name and title of official with whom registrant deals. Ambassador William H. Stixrod and Presidential Secretary Gustavo Porras Castejon		
7. If the foreign principal is a foreign political party, state: N/A		
a) Principal address.		
b) Name and title of official with whom registrant deals.		
c) Principal aim		

8. If the foreign principal is not a foreign government or a foreign political party, N/A

a) State the nature of the business or activity of this foreign principal

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

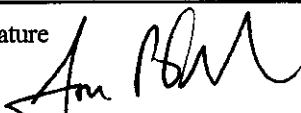
Controlled by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)* N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it. N/A

Date of Exhibit A 7/29/99	Name and Title Jonathan P. Graham Partner	Signature 
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INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant WILLIAMS & CONNOLLY	2. Registration No. 5323
3. Name of Foreign Principal GUATEMALA	

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
The services to be provided are not yet fully known, but Registrant generally intends to offer advice and counsel to the government of Guatemala on the relevant issues, to identify individuals and institutions within the United States including within its executive and legislative branches of government, and internationally, including political leaders, who are interested in the relevant issues and who are interested in learning and doing more about them, meeting and communicating with those individuals, lobbying those individuals, drafting documents that may be used in forwarding these processes, and reports and establishing frameworks within which the goals of the government of Guatemala may be met.

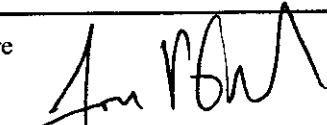
8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

SEE ANSWER TO 7 ABOVE.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Establishing and attending meetings with Members and staff of Congress, U.S. State Department officials concerning the U.S. Government's position toward the peace process in Guatemala, facilitating a dialogue between U.S. and Guatemalan political leaders, suggesting steps that might be taken to strengthen the peace process. Additionally, using the same methods and means to advance U.S. immigration policy vis-a-vis Guatemalan nationals.

Date of Exhibit B 7/29/99	Name and Title Jonathan P. Graham Partner	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political interests, policies, or relations of a government of a foreign country or a foreign political party.

LAW OFFICES
WILLIAMS & CONNOLLY

725 TWELFTH STREET, N.W.

WASHINGTON, D. C. 20005-5901

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JONATHAN P. GRAHAM
(202) 434-5026

EDWARD BENNETT WILLIAMS (1920-1988)
PAUL A. CONNOLLY (1922-1978)

July 14, 1999

The Honorable William Stixrud
Ambassador of Guatemala
2220 R Street, N.W.
Washington, D.C. 20008

Re: Representation Agreement for 1999

Dear Mr. Ambassador:

I am writing to set forth the terms and conditions governing this law firm's proposed work on behalf of Guatemala for Calendar Year 1999. Pursuant to this agreement, Williams & Connolly will undertake to represent Guatemala and, in particular, to support the Government's efforts to strengthen and implement the peace process currently underway inside Guatemala. The law firm will also provide advice and assistance to you, to the members of your staff and to representatives of the government of Guatemala on certain immigration issues of concern and interest to Guatemala. Members of the law firm are prepared to appear on behalf of the Government of Guatemala in the United States and to represent the interest of the Government of Guatemala in connection with both of these two matters.

The law firm is also prepared to take on other, additional assignments by mutual agreement.

With respect to the first matter, this law firm will work to mobilize international support for the peace process in Guatemala, to secure private and public support for the peace process inside the United States and internationally, and to take steps aimed at advancing the cause of peace and reconciliation inside Guatemala. As we discussed with Mr. Gustavo Porras Castejón in Washington, D.C., members of this law firm will, on behalf of the Government of Guatemala, work (1) to explain,

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describe and publicize the peace process underway in Guatemala, and further, (2) to encourage private and public efforts aimed at strengthening and supporting that process.

With respect to the second matter, this law firm will provide strategic advice and assistance to the Government of Guatemala with respect to immigration issues of particular importance and interest. To that end, the law firm is prepared to represent Guatemala before agencies and departments of the executive branch of the U.S. government as well as before committees of the Congress and members of the House of Representatives and of the Senate. The law firm is also willing to advise Guatemala on how to improve U.S.-Guatemalan relations when it comes to immigration policy.

We are honored that the Government of Guatemala would turn to this law firm for advice and counsel. We look forward to working with you and to serving the people of Guatemala in their pursuit of a lasting and just peace, and we are proud to be able to advise Guatemala with respect to its relations with the United States on immigration policy.

Fees and Statements

For this representation, the law firm will require payment of the sum of \$200,000. This amount will be maintained in a Williams & Connolly interest-bearing account and drawn down as the representation goes forward. During the representation, interest received on the balance will be credited to this account.

Fees for services will be billed against that retainer at our normal hourly rates. My billing rate is \$265 per hour. I will be the principal attorney working on the case but I will routinely consult other partners and associates for advice when it is appropriate to do so. Legal fees may range as high as \$400 per hour for senior attorneys involved in providing advice. In addition, this law firm may retain other experts who have special experience or expertise to assist us in our efforts on behalf of Guatemala.

Paralegals are used for some functions that otherwise would have to be performed by lawyers at higher rates. Fees for paralegals range from \$65-\$125 per hour depending on the seniority and experience of the paralegal. Hourly rates are adjusted annually by the law firm. We also bill for expenses incurred during the

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course of the representation. We itemize these expenses at regular intervals. Expenses cover costs for travel, investigators, expert witnesses, court reporting services, in-house and outside messengers, copying, telephone, computer services, etc.

We will forward a confidential statement of services rendered and expenses incurred on a monthly basis. Payments are due no later than 10 days from the date of the invoice. A computer printout will describe the services performed by each attorney and paralegal working on this matter. The computer printouts contain information protected by the attorney-client privilege. The privilege could be waived if someone other than the client sees the privileged material. Therefore, we recommend that you keep all of our bills in a file marked "attorney-client privileged materials" and maintain the file in a secure location.

Conflicts of Interests
and
Limits of the Attorney-Client Relationship

As we have discussed, the firm represents many other companies and individuals. It is possible that during the time that we are providing legal services under this agreement, some of our present or future clients will have disputes, litigation, or transactions with or against Guatemala, or related or affiliated entities. We have discussed the potential for risks arising out of our representation of current clients and also for risks, not known or identifiable today, arising out of our representation of future clients. Notwithstanding such risks, both known and unknown, you agree that we may continue to represent or may undertake in the future to represent existing or new clients in matters directly adverse to Guatemala, as long as the issues involved in those matters are not substantially related to the matters involving the work we do on behalf of Guatemala as described above.

This understanding and conflict waiver includes litigation matters in which we could take action such as the following against your interests:

- Defending claims made by you or others;
- Issuing, enforcing, and/or defending discovery, document requests, and/or subpoenas;

The Honorable William Stixrud

July 14, 1999

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- Taking or defending depositions or other testimony;
- Adversely cross examining you and/or your witnesses or representatives;
- Conducting hearings and trials; and
- Generally advising other clients against your interests.

We would not, however, without the approval of Guatemala represent a plaintiff against Guatemala in litigation.

The above understanding and conflict waiver also includes transactional matters in which we could take action such as the following against the interests of Guatemala:

- Bargaining for transaction terms adverse to you;
- Drafting documents that record adverse terms;
- Imposing legal obligations on you or others;
- Obtaining regulatory or government approvals; and
- Generally advising other clients against your interests.

The above understanding and conflict waiver also would permit us to undertake the following:

- Representation of any kind against third parties in matters not substantially related to this matter even though our client(s) there may be adverse to Guatemala here;
- Advocacy in other matters for other clients of issues or positions, including such adverse to interests or positions of Guatemala in this matter (and/or to the interests or positions of any person or entity you serve or have served as an agent or in any other capacity), as long as his advocacy would not occur before the same judge or judicial panel that then had jurisdiction over this matter;

The Honorable William Stixrud
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Finally, as regards information that we acquire during the representation of other clients, it is understood that Guatemala will not have any right or expectation of access to or use of such information.

Because this section includes agreements to waive present and future conflicts of interests, we advise that you seek independent legal counsel before executing this agreement.

Unless terminated earlier, this representation and, unless we are engaged in other matters, our attorney-client relationship will terminate automatically upon your receipt of the Williams & Connolly statement first reflecting completion of the substantive legal services described in the first paragraph above. Subsequent statements sent to collect expenses and/or unpaid balances shall not extend the attorney-client relationship. Following such termination, any otherwise non-public information that we possess regarding this matter will be kept confidential in accordance with the District of Columbia Rules of Professional Conduct. You agree to cooperate in any return by us of your papers and properties. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, accounting records, and lawyers' work papers such as drafts, notes, memoranda, research, etc. Because of the expense associated with storage of such materials, we reserve the right, absent written agreement signed by us to the contrary, to destroy them seven years after termination of the matter, without further notice.

You are engaging the firm to provide legal services in the specific matters described above. After completion of the matter, changes may occur in laws or regulations that could have an impact on your the future rights or responsibilities. Unless you engage us after completion of this matter to provide additional services arising from the matter, it is understood and agreed that the firm will have no continuing obligation to advise you or any other person or entity with respect to future developments.

Concluding Terms

It is acknowledged that this agreement is formed in the District of Columbia, and that the District of Columbia Rules of Professional Conduct shall apply to this representation. It is further acknowledged that this letter sets forth completely the

The Honorable William Stixrud

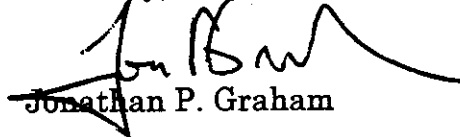
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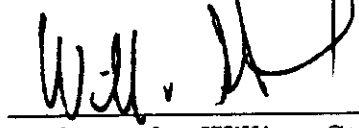
terms of our agreement, and no other agreements, promises, understandings, or representations, except for our discussion about conflict risks, have been made or relied upon in reaching this agreement, which cannot be modified without a signed writing.

Please sign and return the enclosed copy of this agreement, indicating your acceptance and understanding of the terms of the representation and your waiver of the indicated conflicts. If you have questions with respect to this agreement or with respect to any aspect of our billing practices, please call me.

Sincerely,


Jonathan P. Graham

AGREED TO AND ACCEPTED



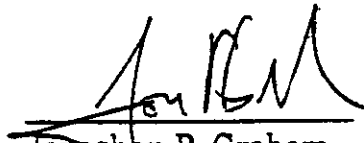
Ambassador William Stixrud for
The Republic of Guatemala

Dated: July 14, 1999

LAW OFFICES
WILLIAMS & CONNOLLY
725 TWELFTH STREET, N.W.
WASHINGTON, D. C. 20005-5901
(202) 434-5000
FAX (202) 434-5029

RECEIPT

I, Jonathan P. Graham, do hereby certify that I have received today, the 14th of July, 1999, a check from the Government of Guatemala in the sum of \$180,000 in partial payment of the amount set forth in the Representation Agreement dated July 12, 1999.


Jonathan P. Graham